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IN THE UNITED STATES PATENT  
AND TRADEMARK OFFICE

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In Re the Application of: Herbie Jack Hays, William Merle Hays, Arturo Quezada

Serial Number:

Filed:

International Application Number: PCT/US01/13115  
Original US Applications: 60/199,289

International Filing Date: April 24, 2001  
Original US Filing Date: April 24, 2000

For: Accelerated Water Evaporation System

Assignee: Western Pump & Dredge, Inc.

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DECLARATION FOR PATENT APPLICATION

This Declaration is made by Herbie Jack Hays, William Merle Hays, and Arturo Quezada.

I, Herbie Jack Hays, hereby declare:

- I am a citizen of the United States of America and that my residence and mailing address is: 2675 Springside Court, Grand Junction, CO 81506.

I, William Merle Hays, hereby declare:

- I am a citizen of the United States of America and that my residence and mailing address is: 618 Agana Drive, Grand Junction, CO 81504.

I, Arturo Quezada, hereby declare:

- I am a citizen of Mexico residing in the United States of America and that my residence and mailing address is: 3318 Four Star, Clifton, CO 81520.

We, Herbie Jack Hays, William Merle Hays and Arturo Quezada, each hereby declare:

We, are the original, first, and joint inventors of the subject matter which is claimed, described and for which a patent is sought on the invention now entitled "Accelerated Water Evaporation System" the specification of which have been provided to me/us at or prior to the time of signing this declaration. We have reviewed and understand the contents of this specification, including any claims.

We also believe that we are the original, first, and joint inventors of the subject matter:

- United States Application Number 60/199,289 filed April 24, 2000 (the "Original US Application") originally entitled "Accelerated Water Evaporation System"; and
- PCT Application Number PCT/US01/13115, filed on April 24, 2001, entitled "Accelerated Water Evaporation System" designating the United States of America;

We hereby claim the benefit under Title 35, United States Code §365 of PCT International Application Number PCT/US01/15150 filed April 24, 2001 and United States Provisional Application 60/199,289 filed April 24, 2000. To the extent applicable, we have identified in the request of this application, in compliance with PCT Rule 4.10, any claim to foreign priority and we have identified above by application number, country or Member of the World Trade Organization, day, month and year of filing, any application for a patent or inventor's certificate filed in a country other than the United States of America, including any PCT international application designating at least one country other than the United States of America, having a filing date before that of the application on which foreign priority is claimed.

We hereby declare that the specifications and disclosures herein submitted are intended to include disclosure or claims directed to, individually or in combination: embodiments of the invention which may encompass a device, apparatus, method, process, or business method; embodiments of the invention which may encompass permutations or combinations of any aspects of the invention; any aspect of the invention conceived or developed as separate inventions; and any aspect of the invention independent of any initial context considered as preferred embodiments. We also authorize and support this application for patent protection in the United States, and for similar protection in foreign countries, each to be sought to the extent or breadth any owner desires or deems appropriate. We acknowledge that each of the attorneys and the firm filing this application is/are attorneys for the assignee, XY, Inc., only.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

SIGNATURES:

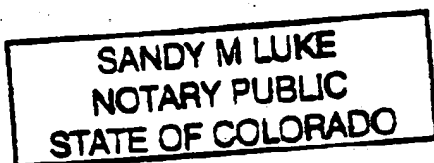
Date: 10/23/02

Herbie Jack Hays  
Herbie Jack Hays

UNITED STATES OF AMERICA )  
STATE OF COLORADO )ss.  
COUNTY OF MESA )

SUBSCRIBED AND SWORN to before me in the County of Mesa, State of Colorado, United States of America,  
by Herbie Jack Hays, this 23 day of October, 2002.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of  
Colorado.



Sandy M. Luke  
Notary Public  
My Commission Expires: 7/14/2005

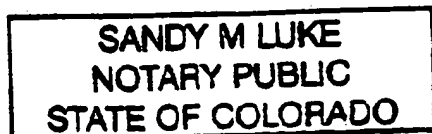
Date: 10/23/02

William Merle Hays  
William Merle Hays

UNITED STATES OF AMERICA )  
STATE OF COLORADO )ss.  
COUNTY OF MESA )

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Colorado.



Sandy M. Luke  
Notary Public  
My Commission Expires: 7/14/2005

Date: 10/23/02

Arturo Quezada  
Arturo Quezada

UNITED STATES OF AMERICA     )  
STATE OF COLORADO         )ss.  
COUNTY OF MESA            )

SUBSCRIBED AND SWORN to before me in the County of Mesa, State of Colorado, United States of America,  
by Arturo Quezada, this 23 day of October, 2002.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of  
Colorado.

Sandy M Luke  
Notary Public  
My Commission Expires: 7/14/2005

SANDY M LUKE  
NOTARY PUBLIC  
STATE OF COLORADO

Express Mail No.: EV 272195294 US

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IN THE UNITED STATES PATENT AND  
TRADEMARK OFFICE  
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Application Number::  
Applicants:: Herbie Jack Hays, William Merle Hays, Arturo Quezada  
Filed::  
Title:: Methods for Accelerated Water Evaporation  
TC/A.U.:  
Examiner::  
  
Assignee:: Western Pump & Dredge, Inc.  
Attorney Docket:: Hays USNP - Cont1  
Customer No.: 33549

-----  
**POWER OF ATTORNEY**

I, Herbie Jack Hays, President, Western Pump & Dredge, Inc., hereby appoint Santangelo Law Offices, P.C., whose mailing address is 125 South Howes, Third Floor, Fort Collins, Colorado 80521, including Luke Santangelo, whose registration number before the United States Patent and Trademark Office is 31,997, Chad C. Soliz, whose registration number before the United States Patent and Trademark Office is 47,101, and Alfred K. Wiedmann Jr., whose registration number before the United States Patent and Trademark Office is 48,033, and Nicole A. Ressue, whose registration number before the United States Patent and Trademark Office is 48,665, as Western Pump & Dredge, Inc.'s attorneys to prosecute this application entitled "Methods for Accelerated Water Evaporation" and to transact all business in the Patent Office connected therewith. The undersigned grants the firm of Santangelo Law Offices, P.C., the power to insert on any document filed in this matter any further identification which may be necessary or desirable in order to indicate filing information or to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of the above-identified United States Patent Application based upon the invention. The undersigned acknowledges that the attorneys appointed are attorneys for the assignee, Western Pump & Dredge, Inc., only.

Dated this 24 day of October, 2003.

By:

  
Herbie Jack Hays, President  
Western Pump & Dredge, Inc.



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

MAY 30, 2003

PTAS

SANTANGELO LAW OFFICES, P.C.  
CRAIG R. MILES  
125 SOUTH HOWES, 3RD FLOOR  
FORT COLLINS, CO 80521

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
[www.uspto.gov](http://www.uspto.gov)



\*102350533A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/23/2003

REEL/FRAME: 013692/0156  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HAYS, HERBIE JACK

DOC DATE: 10/23/2002

ASSIGNOR:

HAYS, WILLIAM MERLE

DOC DATE: 10/23/2002

ASSIGNOR:

QUEZADA, ARTURO

DOC DATE: 10/23/2002

ASSIGNEE:

WESTERN PUMP & DREDGE, INC.  
710 23 1/4 ROAD  
GRAND JUNCTION, COLORADO 81505

SERIAL NUMBER: 10258635  
PATENT NUMBER:

FILING DATE: 10/24/2002  
ISSUE DATE:

013692/0156 PAGE 2

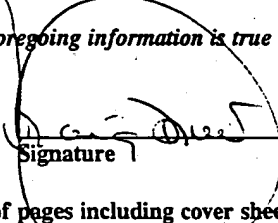
TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

01-23-2003



102350533

Express Mail No.: EV 168806486 US

FORM PTO-1595 (Rev. 6-93)		1-23-03		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPT. OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.							
1. Name of conveying party(ies): Herbie Jack Hays, William Merle Hays, Arturo Quezada				2. Name and address of receiving party(ies)			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				Name: Western Pump & Dredge, Inc. Internal Address:			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other				Street Address: 710 23 1/4 Road City: Grand Junction State: CO Zip: 81505			
Execution Date(s): October 23, 2002							
4. Application number: United States National Phase Application No.: 10/258,635, entitled Accelerated Water Evaporation System, filed October 24, 2002.							
A. Patent Application No.(s):				B. Patent No.(s):			
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Craig R. Miles Internal Address: Santangelo Law Offices, P.C. Street Address: 125 South Howes, 3rd Floor City: Fort Collins State: Colorado Zip: 80521				6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41) ..... \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account			
				8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE							
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.							
Craig R. Miles, 45.954 Name of Person Signing				 Signature		01-23-2003 Date	
Total number of pages including cover sheet, attachments, and document:							

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademark, Box Assignments  
Washington, DC 20231

01/28/2003 BYRNE 00000101 10258635

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IN THE UNITED STATES PATENT  
AND TRADEMARK OFFICE

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In Re the Application of: Herbie Jack Hays, William Merle Hays, Arturo Quezada  
Serial Number: 10/258,635  
Filed: October 24, 2002  
For: Accelerated Water Evaporation System  
Assignee: Western Pump & Dredge, Inc.

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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is between and among Herbie Jack Hays, William Merle Hays, and Arturo Quezada, whose addresses are:

Herbie Jack Hays, 2675 Springside Court, Grand Junction, CO 81506, William Merle Hays, 618 Agana Drive, Grand Junction, CO 81504, and Arturo Quezada, 3318 Four Star, Clifton, CO 81520, (individually and collectively the "Assignor" or "Assignors") and Western Pump & Dredge, Inc., having its principal office at: 710 23 1/4 Road, Grand Junction, Colorado, 81505 (the "Assignee").

WHEREAS, the Assignors have each contributed to some degree in conceiving or developing technology relating to an accelerated water evaporation system including, but not limited to, the technology described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS, each Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

WHEREAS, each Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights related to the business of the Assignee, and in particular the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that:
  - a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
  - b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
  - c. to the extent each individual Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
  - d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title; or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.
2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
  - a. all such worldwide rights to make, use, and sell the Invention;
  - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
  - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;

d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Each Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and any other proprietary rights related to the business of the Assignee to the extent conceived or developed while he is an employee of the Company, and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. Further, each Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Each Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. Each Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

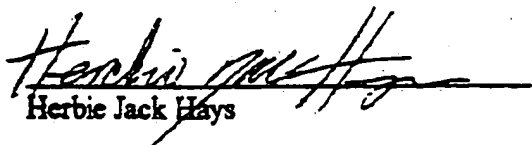
5. Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, each Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights

documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

6. Each Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. Each Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

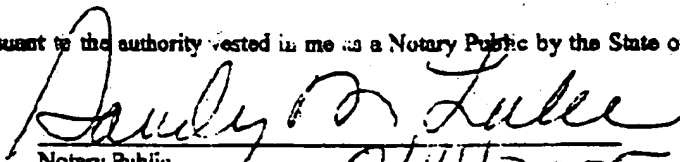
  
Herbie Jack Hays

Date of Assignment Signature: 10/23/02  
Date of Execution of Application: 10/24/02  
(signing the Declaration)

UNITED STATES OF AMERICA     )  
STATE OF COLORADO         )ss.  
COUNTY OF MESA            )

SUBSCRIBED AND SWORN to before me in the County of Mesa, State of Colorado, United States of America, by Herbie Jack Hays, this 23 day of October, 2002.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

  
Notary Public  
My Commission Expires: 7/14/2005

SANDY M LUKE  
NOTARY PUBLIC  
STATE OF COLORADO

William M Hays  
William Merle Hays

Date of Assignment Signature: 10/23/02  
Date of Execution of Application: 10/24/02  
(signing the Declaration)

UNITED STATES OF AMERICA )  
STATE OF COLORADO ) ss.  
COUNTY OF MESA )

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**SANDY M LUKE  
NOTARY PUBLIC  
STATE OF COLORADO**

Sandy M Luke  
Notary Public  
My Commission Expires: 7/14/2005

X Arturo Quezada  
Arturo Quezada

Date of Assignment Signature: 10/23/02  
Date of Execution of Application: 10/24/02  
(signing the Declaration)

UNITED STATES OF AMERICA )  
STATE OF COLORADO ) ss.  
COUNTY OF MESA )

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Sandy M Luke  
Notary Public  
My Commission Expires: 7/14/2005

pct\assign3a.txt

**SANDY M LUKE  
NOTARY PUBLIC  
STATE OF COLORADO**

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IN THE UNITED STATES PATENT  
AND TRADEMARK OFFICE

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In Re the Application of:     Herbie Jack Hays, William Merle Hays, Arturo Quezada  
Serial Number:                10/258,635  
Filed:                          October 24, 2002  
For:                             Accelerated Water Evaporation System  
Assignee:                      Western Pump & Dredge, Inc.

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**ASSIGNMENT RECORDING LETTER OF TRANSMITTAL**

Assistant Commissioner for Patents  
Box Assignment  
Washington, D.C. 20231

Dear Recordation Clerk:

Enclosed for recording are the following documents:

- a.     Assignment from Herbie Jack Hays, William Merle Hays, Arturo Quezada to Western Pump & Dredge, Inc., along with a recordation cover sheet;
- b.     this Letter of Transmittal along with a check in the amount of \$40.00 for the recordation fee; and
- c.     Certificates of Express Mailing for each document and a return receipt post card.

Please confirm receipt of the documents by applying your date stamp to the enclosed postcard and returning it to us.

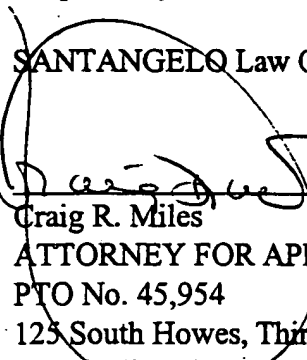
If you require any additional information, please feel free to contact the undersigned by telephone.

I have this 23 day of January, 2003, either myself personally or through my direction of staff at this office, deposited all of the items in the above letter of transmittal with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to: Assistant Commissioner for Patents, Box Assignment, Washington, D.C. 20231.

Dated this 23 day of January, 2003.

Respectfully Submitted,

SANTANGELO Law Offices, P.C.



Craig R. Miles  
ATTORNEY FOR APPLICANT  
PTO No. 45,954  
125 South Howes, Third Floor  
Fort Collins, Colorado 80522  
(970) 224-3100

assign-xmt